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ABSTRACT

Presented in this document is the employment agreements for 1972 through 1974 between the County of Ulster and the Ulster County Community College Faculty Association. This document is effective from September 1, 1972 through August 31, 1974. The articles of the agreement cover salaries and work load, professional development leave, benefits, and grievance procedures. (PG)

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EMPLOYMENT AGREEMENT 1972-74 BETWEEN THE COUNTY OF ULSTER AND THE ULSTER COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION

ARTICLE I

Section 1. The County of Ulster, hereinafter referred to as the "County" and the Ulster County Community College Faculty Association, hereinafter referred to as the "Association" do hereby enter into the following collective bargaining agreement, all benefits becoming effective as of September 1, 1972 and ceasing August 31, 1974.

Section 2. The County agrees that the Association shall be the sole and exclusive representative of a unit comprising full-time professional teaching staff holding academic rank for the purpose of collective bargaining and grievances.

Section 3. Subject, however, to all provisions of Article 14 of the Civil Service Law and the penalties thereunder, the County shall deduct from the wages of employees regular membership dues and other authorized deductions for those employees that signed such authorization permitting such payroll deductions and to remit said deductions to the Association monthly.

Section 4. The County agrees that the Association shall continue its period of unchallenged representative status for the maximum period of time as described in Article 14, Section 208 of the Civil Service Law, subject, however, to all other provisions of said article.

Section 5. The Ulster County Community College Faculty Association hereby affirms that it does not assert the right to strike or conduct work stoppages or slowdown or to assist or participate in any strike, work stoppage, or slowdown, or to impose an obligation to conduct, assist, or participate in a strike, work stoppage, or slowdown, upon its officers or members.

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE NATIONAL INSTITUTE OF EDUCATION
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ARTICLE II
SALARIES AND WORK LOAD

Section 1. All those in the unit represented by the Faculty Association will receive a 3% increase of their 1971-1972 basic salaries retroactive to September 1, 1972. Effective January 1, 1973, those in the unit will receive an additional 2% of their 1971-72 basic salaries.

Effective September 1, 1973, all those in the unit represented by the Faculty Association will receive an additional increase of 5% of their 1971-1972 salaries.

Division chairmen shall receive an annual stipend of $750 in addition to their regular teaching salary.

Section 2. Overload Rates. For intersession, summer sessions, and overload beyond the regular teaching load as provided for in this agreement, the compensation rate shall be as follows:

Instructor	$260
Assistant Prof.	275
Associate Prof.	290
Professor	305

Section 3. Teaching Load and Instruction

Faculty members shall be assigned a teaching schedule of 29 semester hours of lecture, or a combination of laboratory and lecture, which is equivalent to 29 per academic year.

Laboratory hours will be equated on a 4 for 3 ratio (4 contact hours equal 3 lecture hours).

English teachers assigned to three (3) or more classes of English Composition or Communication Skills are to have a maximum teaching load of twelve (12) semester hours per semester.

Section 4. Salary Schedule. All of the employees in the bargaining unit will receive compensation in accordance with this agreement within the range of the minimums and maximums set forth in the following table:

	Minimum	Maximum
Instructor	$ 8,855	$12,903
Assistant Prof.	10,373	15,433
Associate Prof.	12,018	18,090
Professor	14,548	20,746

During the term of this Agreement, if the percentage increases referred to in Section 1 of this Article should result in any member of the unit receiving a salary in excess of the maximums above, he will receive the full amount of said percentage increase.

Section 5. Teaching Load and Instruction for Division and Department Chairmen.

Division Chairmen shall teach eleven (11) semester hours per year during the term of this contract.

Department Chairmen shall teach twenty-two (22) semester hours per year during the term of this contract.

ARTICLE III
PROFESSIONAL DEVELOPMENT LEAVE

The employer will provide a fund during each year of this agreement not to exceed $5,625 per annum for professional development leave. Past practice regarding substitute instructors to continue. All such leaves must have the approval of the President or his designee.

Reimbursement for allowable expenses upon return from professional travel will be at the rate shown below:

1. Use of private vehicle (when college vehicle is unavailable) $.10 per mile.
2. Meals - $11.00 per day.
3. Lodging - $13.50 per day.

Departures from the above guidelines to allow proper representation for the College in certain circumstances may be approved by the Dean of Faculty.

ONE YEAR leaves of absence for PROFESSIONAL DEVELOPMENT shall be granted when approved without pay. Each faculty member on leave is guaranteed his seniority and position upon return to Ulster County Community College. No benefits shall accrue to a faculty member while he is on a leave. All leaves shall be subject to the approval of the Board of Trustees.

ARTICLE IV
OTHER BENEFITS

Section 1. Life Insurance. The employer shall provide, without cost to the Faculty members, group life insurance protection, providing payment to the faculty member's designated beneficiary an amount equal to 2 times his annual salary.

Section 2. Liability Protection. The employer will provide a minimum of $1,000,000 liability insurance for each Faculty member while performing his college duties on or off campus.

Section 3. Retirement Programs. A Faculty member must join the New York State Employees' Retirement System, the New York State Teachers' Retirement System, or the Teachers' Insurance Annuity Association. The employer agrees to make full contribution at the present rate, as required by law.

Section 4. Health Insurance. The employer shall continue to participate in the existing Statewide and G.H.I. Health Insurance programs, paying the full cost of premiums for the Faculty member and sixty per cent (60%) of the cost for his dependents during 1972-73. As of September 1, 1973, the employer's contribution for dependent coverage shall increase to seventy-five percent (75%).

Section 5. Sick Leave and Sick Leave Bank. Faculty shall earn sick leave at a rate of twelve (12) days per academic year. Sick leave shall be credited at the beginning of each academic year with accumulation up to 150 days, and each faculty member will be given a statement with his first paycheck of the year indicating the current number of days accumulated in his account. A doctor's certificate may be required after five (5) days absence, by the administration.

Each faculty member may contribute two (2) days from his sick leave accumulation reserve at the end of his first three (3) years of service at Ulster County Community College, and the employer will contribute one (1) day, for a total of three (3) days per faculty member per year, a total of nine (9) days for the three year period. These days will be placed in a "sick leave bank" which shall be established to aid faculty members who suffer prolonged illness and whose sick leave accumulation has been exhausted. This sick leave bank shall accumulate to a maximum total of 500 days.

A faculty member with three (3) years or less at the college may be permitted, on written application and adequate justification, to draw up to forty (40) days against the bank after his own accumulation has been exhausted.

A faculty member with more than three (3) years of service at the college may be permitted, on written application and adequate justification, to draw up to ninety (90) days against the bank after his own accumulation has been exhausted.

Faculty members with more than three (3) years of service in the community college are entitled to contribute up to three (3) days of their sick leave during each year of this contract toward the sick leave bank. Only faculty members who have contributed to the sick leave bank shall be entitled to draw therefrom.

When a faculty member agrees to "cover" a colleague's classes in the event of the latter's absence through illness, sick leave will be credited to the substitute's individual account in the bank in proportion to the classes taught. For the purpose of computing the number of days to be credited, three (3) class

hours "covered" shall equal one day's credit.

The executive committee of the Faculty Association and the Dean of Faculty will assist in the administration of this "sick leave bank".

Section 6. Personal Leave. Faculty members shall be entitled to five (5) days personal leave without loss of pay during each ten-month academic year. Notification of intended use of personal leave must be received by the Dean of Faculty within 48 hours in advance of leave time except in case of emergency.

Section 7. Maternity Leave.

A. Maternity leaves shall be granted by the President of the College for a period not to exceed one academic year. Upon recommendation of the President, the Board of Trustees may grant extensions of such leave.

B. Such leave shall be without pay. Sick leave shall not be granted for maternity purposes.

C. A pregnant faculty member shall be permitted to continue employment provided that, at the request of the President of the College, she may be required, after the fourth month of pregnancy, to submit a monthly statement from her attending physician indicating her physical capabilities of performing all the duties of her position.

D. A faculty member on maternity leave shall be permitted to terminate her leave at any time after confinement provided that she produces a statement from her attending physician indicating her physical capability to perform all the duties of her position.

E. Except in cases when it would be impossible to do so, the faculty member may be expected to give 30 days notice of departure or return.

Section 8. Jury Duty and Court Appearances. Any Faculty member scheduled for jury duty, or for whom it is necessary to appear as a witness in Court or at a hearing before a governmental agency, shall be excused from his professional responsibilities, without loss of pay, to allow such participation. Any compensation received during this period of excused civil service shall be remitted to the College by the Faculty member.

Section 9. Promotion Procedure. A special committee shall be established to hear all requests for promotions for teaching faculty. This committee shall include a representative from each division

and department. Members of this committee will be elected by the divisions and departments. The members will be elected for a term of one year. The Dean of Faculty will be the chairman of the committee.

Requests for promotion may be submitted to the chairman of this committee by the division or department chairman or by the President or the individual concerned.

THE COMMITTEE shall make its recommendations to the President of the College not later than February 1st and a copy shall be sent to the individual faculty members.

Any faculty member denied a promotion by the committee shall have the right to appeal to the President of the College not later than February 15th. The President of the College will then submit his recommendations to the Board of Trustees for their approval or disapproval.

If the Promotion Committee, the President of the College, or the Board of Trustees fail to approve the promotion, the appropriate party shall supply the applicant with a written justification for this action.

No person shall serve on the Promotion Committee who is being considered for promotion.

A promotion may be made by the President without the approval of the Promotion Committee. Each promotion from one rank to another will be accompanied by an increase in salary, the amount of the increase to be determined by the college administration in consultation with the Faculty Association, and the faculty member receiving the promotion.

Section 10. Sabbatical Leave. Provided an adequate number of candidates meet the duly established criteria, three faculty members shall be granted sabbatical leave in each year of this contract.

Section 11. Payment during Sabbatical Leave.

1. Half (1/2) salary for one full year or full salary for half (1/2) year.

2. Negotiated increases shall accrue during leave.

Section 12. Long Term Disability. The employer will provide $3500 in each of the two years of this agreement. The vendor for such a plan will be selected by the Association and will not be changed during the term of this Agreement.

Section 13. Termination Due to Budget or Program Curtailment

The services of any members of the Faculty may be terminated in the event of financial or program retrenchment. If the President anticipates that such retrenchment may be necessary, he shall consult with the appropriate division and department chairmen and two officers of the Faculty Association concerning the policy to be followed in the reduction of staff and in cases where reduction of staff is necessary, the Faculty member involved shall receive notice as far in advance as possible.

Section 14. Academic Freedom. As a member of his community, the professor has the rights and obligations of any citizen. He measures the urgency of these obligations in the light of his responsibilities. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Section 15. Academic Calendar. Copies of all proposed academic calendars for each year shall be submitted to the Ulster County Community College Faculty Association for its recommendation at least one month prior to the date when the final calendar is to be selected.

Section 16. Class Size. Maximum class size shall be recommended to the President by the Dean of Faculty after consulting with Divisions or Departments and the Faculty Association.

Section 17. Course Preparations. There shall be a maximum of 3 preparations per semester. More assignments than 3 will require mutual agreement between the instructor and the administration.

Section 18. Voluntary Service on College Committees. Service on college committees by faculty members will be voluntary.

Section 19. Summer School Contract Protections. The tentative summer school schedule of course offerings and staffing shall be published by April 1st. Final assignments will be made subject to enrollment after registration.

Section 20. Access to Personnel Files. There shall be one personnel file maintained by the administration which may be seen at a mutually agreeable time by the faculty member. Confidential reference letters contained in the file will not be reviewed by a faculty member.

Section 21. Election of Academic Chairman. Academic chairmen will be elected annually by a procedure devised by the President, or if a person is brought in from outside, the faculty in the division or department will be consulted in lieu of election.

Section 22. Office Space & Equipment. The President of the Ulster County Community College Faculty Association will be provided with office space. The Ulster County Community College Faculty Association will bear the expense of phone installation and maintenance.

Section 23. Meeting Time and Use of Facilities. The Faculty Association will be granted one meeting a month to be scheduled on the College calendar. A room will be provided by the College to hold such meetings. Additional meetings at the College must have the approval of the President or his designee. Such meetings do not excuse faculty members from their normal scheduled duties. The College will provide the Faculty Association with a bulletin board, reasonable use of the College mail service and use of duplicating machines and typewriters when not in use, and subject to the approval of the Dean of Administration.

Section 24. Access to Information. The President of the College shall make available to the Ulster County Community College Faculty Association, upon request, any and all available information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this agreement which are reasonably and normally considered public.

Section 25. Evaluation Procedures.

A. The right to develop faculty evaluation procedures shall continue to be reserved to the President of the College subject to approval by the Board of Trustees.

However, before any change in such procedures is finally implemented or new procedures finally adopted, the Association will be informed in writing of such change. The Association may within twenty (20) days of receipt of such notice request a meeting with the President to present its reaction. If the Association is dissatisfied with the outcome of such meeting, it may submit (in writing) its position to the Board of Trustees.

B. Once adopted, such procedures will be applied in an equitable manner and will provide a minimum of two (2) written evaluations during each full academic year for probationary faculty members and provide some form of faculty involvement.

C. Alleged application of such procedures in an arbitrary or capricious manner may be processed through the grievance pro-

cedure in Article V of this Agreement. No arbitration award resultant from this provision shall have the effect of granting continuing appointment to any faculty member who would not otherwise be recommended for continuing appointment.

D. The final decision to recommend that a faculty member not be granted continuing appointment shall not be grievable. However, if said decision is made during the final year of the probationary period, the faculty member so affected will be granted, upon request, a review of the decision in person before the Board of Trustees and may elect to be represented by the Association.

ARTICLE V
GRIEVANCE PROCEDURE

1. Purpose - It is the policy of the College and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

2. Definitions - (a) A "Grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application. (b) A "Teacher" is any person in the unit covered by this agreement. (c) An "Aggrieved party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, or the Association.

3. Submission of grievances - (a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

   (b) Each grievance shall be submitted in writing on a form approved by the College and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

   (c) A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

(d) A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the Dean of Faculty. The Association may submit any grievance.

4. Grievance Procedure

(a) The Dean of Faculty shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Dean of Faculty or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the President.

(b) The President or his designated representative and a committee appointed from the Board of Trustees shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of their position with respect to it no later than two weeks after it is received by the President.

(c) In the event the Association is not satisfied with the determination with respect to a grievance in 4. (b), it may, within fifteen (15) days after receiving the determination, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the President.

5. Arbitration

(a) Upon receipt of the names of the proposed arbitrators, a designee of the President and the Association shall strike names from the list until one ultimately is designated as the arbitrator.

(b) The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement. The decision of the arbitrator shall be final and binding upon both parties.

(c) The cost of all proceedings, including arbitration, will be borne equally by the College and the Association.

(d) The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 1. Subject to the provisions of Chapter 392 of the Laws of 1967, this agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Section 2. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 3. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

DATED: _____ day of _____ 19___.

For the County of Ulster:

_____

For the Faculty Association:

_____